

10
Legal Disclaimer

PATENTS
GC/7982ACIPCON



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT APPLICATION

Applicant : Mingchih M. Tseng
Serial No. : 08/926,819
Filed : September 10, 1997
For : SHAVING SYSTEM
Group Art Unit : 3724
Examiner : Clark F. Dexter

New York, New York
September 23, 1999

Hon. Assistant Commissioner
for Patents
Washington, D.C. 20231

TERMINAL DISCLAIMER
UNDER 37 C.F.R. § 1.321(b, c)

Sir:

The Gillette Company, a corporation of the State of Delaware, having its principal office and place of business at Prudential Tower Building, Boston, MA 02199, represents that it is the assignee of record of the entire, right, title and interest, by assignment, of the following pending United States patent applications:

1. Application No. 08/926,819, filed September 10, 1997, for "SHAVING SYSTEM." The assignment of Application No. 08/926,819 was recorded during prosecution of Application No. 08/461,318 on October 6, 1995 at Reel 7660, Frame 0519, and is referenced in the September 10, 1997 Transmittal Letter For Rule 60 Continuation Application submitted in Application No. 08/926,819.

2. Application No. 08/461,318, filed June 20, 1995, for "SHAVING SYSTEM." As indicated above, the assignment of Application No. 08/461,318 was recorded on October 6, 1995 at Reel 7660, Frame 0519.

The undersigned, on behalf of The Gillette Company, hereby disclaims the terminal portion of the term of any patent to be issued on Application No. 08/926,819 which would extend beyond the expiration date of the full statutory term of any patent to be issued on Application No. 08/461,318 in the event that the patent to be issued on Application No. 08/461,318 were to issue before the patent to be issued on Application No. 08/926,819.

The undersigned, on behalf of The Gillette Company, agrees that any patent to be issued on Application No. 08/926,819 shall be enforceable only for and during such period as the legal title to such patent shall be the same as the legal title to the patent to be issued on Application No. 08/461,318, this agreement to run with any patent to be issued on Application No. 08/926,819

and to be binding upon the grantee of such patent and its successors and assigns.

The undersigned, on behalf of The Gillette Company, does not disclaim any terminal part of the term of any patent to be issued on the above-identified Application No. 08/926,819 prior to the expiration date of the full statutory term of the patent to be issued on Application No. 08/461,318, in the event that the patent to be issued on Application No. 08/461,318: (a) expires for failure to pay a maintenance fee, (b) is held unenforceable, (c) is found invalid, (d) is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a, b), (e) has all claims canceled by a reexamination certificate, or (f) is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

The undersigned hereby states and certifies that:

1. He is an attorney of record in the above-identified patent application and is authorized to act on behalf of assignee corporation in connection with the application; and

2. The relevant evidentiary documents have been reviewed and, to the best of the undersigned's and assignee's

knowledge and belief, title to the above-identified Application
No. 08/926,819 is in assignee.

THE GILLETTE COMPANY



John E. Nathan
Registration No. 26,778
Richard A. Inz
Registration No. 31,375
Attorneys for Applicant
c/o FISH & NEAVE
1251 Avenue of the Americas
New York, New York 10020
Tel.: (212) 596-9000

I Hereby Certify that this
Correspondence is being
Deposited with the U.S.
Postal Service as First
Class Mail in an Envelope
Addressed to: ASSISTANT
COMMISSIONER FOR
PATENTS
WASHINGTON, D.C. 20231 on


Charles J. Scintill


Signature of Person Signing

Schick® **Protector™**

SAFETY WIRES *provide unsurpassed safety
from nicks and cuts.*

ULTRA GLIDE® COMFORT STRIP
for a smooth shave.

PIVOTING BLADE *contours the face
in multiple directions.*



PERFORMANCE GUARANTEE:

Schick PROTECTOR™ is unconditionally guaranteed. If you are dissatisfied, return it and Schick will replace it free of charge or refund your full purchase price plus postage.

Shaving Questions?

Call 1-800-SHAVERS, or <http://www.schick.com>
(Weekdays 9 am - 5 pm EST).

Schick PROTECTOR™ is made and sold under
U.S. Patents: 5,060,377; 5,056,221; 5,090,124;
5,161,307; other patents pending.

©1997 Warner-Lambert Co.,
P.O. Box 3159, Millford, CT 06460
Schick Protector™ Blades are made by
Warner-Lambert, Solingen, Germany.



PROUD
SPONSOR

